

Dear Prospective Contractor:

We invite you, through this Request for Qualifications, to become a pre-qualified source for providing supported employment and long-term follow-along program services to persons who are customers of the District of Columbia Government, Department of Human Services' Rehabilitation Services Administration (RSA). For your convenience, we will use the Human Care Agreement process to implement contracts. It is much easier than our competitive sealed proposals process that you may have responded to in the past.

The Human Care Agreement (HCA) process requires you to complete the attached forms and submit the documents listed below by the stated date and time. This information will facilitate a determination by the Contracting Officer of your qualifications to provide the needed services. Upon a determination by the Contracting Officer that your organization is qualified your organization will become a part of a pool of sources that the District can draw from to provide supported employment and long-term follow services. Your proposed rates, if not established by state law or regulation, will be negotiated.

Three (3) copies of the following documents must be returned no later than 2:00 p.m. local time on Tuesday, November 16, 2004 to:

The Office of Contracting and Procurement  
64 New York Avenue, NE  
Room 6101  
Washington, DC 20002

- Human Care Agreement Contractor Qualifications Record completed in its entirety, using NA in areas that do not apply, along with all applicable licenses and certifications. (Attachment 1)
- Signed Human Care Agreement
- A **detailed budget** with documentation to justify its proposed cost. (The Provider's proposed cost may be subject to negotiation).
- A **written service plan** that includes the provider's methodology for providing the services stated in Section C of the Human Care Agreement solicitation. The Provider's methodology shall include any anticipated goals and how the goals and the provider's past experience are relevant to the performance of these services.

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Supported Employment and Long-term Follow-along Services  
PO-JA-2005-HC-0013

- A **current organizational chart**, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and direct supervision over each contract activity/staff member.
- Equal Employment Opportunity Compliance Documents and Tax Certification Affidavit (Attachment 4)
- First Source Employment Agreement (Attachment 5)

If you have any questions regarding this Human Care Agreement solicitation you must submit them in writing to the contact person identified in Section E of the Human Care Agreement solicitation no later than ten (10) calendar days prior to Tuesday, November 16, 2004. Any substantive information given to a prospective provider will be furnished promptly to all other prospective providers as an amendment to the Human Care Agreement solicitation if that information is necessary in submitting responses, or if the lack of it would be prejudicial to any other prospective providers. Oral explanations or instructions given before the award of a Human Care Agreement will not be binding.

Thank you for your interest in this procurement.

Wayne R. Minor  
Assistant Commodity Manager/Contracting Officer

Attachments

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## PART 1

### THE SCOPE OF HUMAN CARE SERVICES

#### SECTION B – HUMAN CARE SERVICES AND SERVICE RATES

The Office of Contracting and Procurement, on behalf of the Department of Human Services, Rehabilitation Services Administration (RSA) and Mental Retardation and Developmental Disabilities Administration (MRDDA) hereafter referred to as the “**District**,” is contracting through this Human Care Agreement with \_\_\_\_\_, hereafter referred to as the “**Provider**,” for the purchase of Supported Employment and Long-term Follow-along Services for approximately thirty-four customers pursuant to the Human Care Agreement Amendment Act of 2000, effective (D.C. Law 13-155, amending D.C. Official Code, Sections, 2-301.07, 2-303.02, 2-303.04(g), 2-303.06(a).

This is a human care agreement based on fixed-unit prices. The Provider shall provide services in accordance with Section C and the Provider’s program description(s) as specified herein:

#### BASE YEAR

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>SERVICE UNIT</u>	<u>SERVICE RATE</u>
0001	Supported Employment and Long-term Follow-along Services	Per Hour Per Client Served	\$_____

#### OPTION YEAR 1

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>SERVICE UNIT</u>	<u>SERVICE RATE</u>
0101	Supported Employment and Long-term Follow-along Services	Per Hour Per Client Served	\$_____

#### OPTION YEAR 2

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>SERVICE UNIT</u>	<u>SERVICE RATE</u>
0201	Supported Employment and Long-term Follow-along Services	Per Hour Per Client Served	\$_____

**OPTION YEAR 3**

<b><u>CLIN</u></b>	<b><u>SERVICE DESCRIPTION</u></b>	<b><u>SERVICE UNIT</u></b>	<b><u>SERVICE RATE</u></b>
0301	Supported Employment and Long-term Follow-along Services	Per Hour Per Client Served	\$_____

**OPTION YEAR 4**

<b><u>CLIN</u></b>	<b><u>SERVICE DESCRIPTION</u></b>	<b><u>SERVICE UNIT</u></b>	<b><u>SERVICE RATE</u></b>
0401	Supported Employment and Long-term Follow-along Services	Per Hour Per Client Served	\$_____

**SECTION C – HUMAN CARE SERVICE DESCRIPTION AND SCOPE OF SERVICE****C.1 Background**

- C.1.1 This is a recurring service.
- C.1.2 RSA is mandated by Title I of the Rehabilitation Act of 1973 as amended by Title IV of the Workforce Investment Act of 1998, P.L. 105-220 to assist persons with disabilities to prepare for, secure, retain, or regain employment that is consistent with the applicant's unique strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice. National statistics indicate that persons with disabilities are significantly underemployed and unemployed. Therefore, persons with mental retardation and developmental disabilities need vocational rehabilitation services and supported employment services that will lead to suitable employment outcome.
- C.1.3 The Rehabilitation Services Administration is required to: (1) assist individuals with disabilities in becoming self-sufficient by empowering such persons to prepare for, enter and maintain gainful employment that is consistent with the applicant's strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice; (2) perform quality disability determinations of claims and application for Social Security Disability insurance (SSDI) and Supplemental Security Income (SSI) benefits; (3) provide remunerative employment opportunities for eligible legally blind individuals through the training and licensure of blind vendors and development of Randolph-Sheppard Vending facilities; and (4) enhance the employment, housing and other opportunities for persons with disabilities through staff and program support to the Mayor's Committee on Persons with Disabilities.

- C.1.4 Services through RSA are provided to persons following a determination by RSA of the presence of a disability that causes an impediment to employment or independent living that requires rehabilitation services for amelioration that will lead to employment or improved independence in the home and/or community. The services are provided in the following manner: 1) Review assessment to determine eligibility and service needs; 2) Eligibility decision; 3) Development of an Individualized Plan for Employment (IPE); 4) Service Implementation and 5) Closure defined either as successfully employed upon the completion of ninety (90) days on the job or successful completion of an Independent Living Program.
- C.1.5 The individuals will be referred by an Interagency Committee, which includes a representative from RSA, MRDDA and the Provider. Some of the clients referred may have multiple disabilities, both physical and/or mental. In addition, the clients may be unable to speak English and may require a language translator, while other clients may require an interpreter who uses American Sign Language. The languages of the non-English speaking population referred may include but not be limited to Spanish, French, Portuguese, Amharic, Mandarin, Taiwanese, Cantonese, and Vietnamese.

## **C.2 Scope of Human Care Service**

- C.2.1 Subject to the continuing availability of funds, the District may purchase and the provider shall provide the human care services specified in Sections C.4 through C.15 of the Human Care Agreement.
- C.2.2 The Department of Human Services (DHS), Rehabilitation Services Administration (RSA) and the Mental Retardation Developmental Disabilities Administration (MRDDA) are seeking Provider(s) to provide Supported Employment and Long Term Follow-along Program(s) for approximately thirty-four (34) clients with mental retardation who are persons with disabilities in the District of Columbia. The clients will be currently receiving services from RSA and/or MRDDA, or be in need of and eligible to receive services.

## **C.3. Definitions**

- C.3.1 Client** - One who is known to RSA, or MRDDA and meets the eligibility requirements of either agency.
- C.3.2 Client Assessment** – A method of measuring clients' strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice.
- C.3.3 Client Record/Case Record** - A compilation of data that is developed in a logical, coherent, and readily understandable fashion that is consistent with the agency's format that provides the basis for planning and evaluating the client's current status, their progress towards employment rehabilitation, and the nature of all services provided or secured for the client.
- C.3.4 Competitive Placement** - Placement in competitive labor market in an integrated setting. Client is compensated at or above the minimum wage but not less than the customary wage and

level of benefits paid by the employer for the same or similar work performed by individuals who do not have a disability.

- C.3.5 Culturally Competent Training** - Training that meets the needs of all persons with disabilities including those who require the use of American Sign Language or those for whom English is not their first language.
- C.3.6 Developmental Disability** - A severe chronic disability that is attributable to a mental or physical impairment or combination of mental and physical impairments; is manifested before the person attains the age of twenty-two; is likely to continue indefinitely; results in substantial functional limitations in three or more of the following areas of major life activity: self-care; receptive and expressive language; learning; mobility; self-direction; capacity for independent living; economic self-sufficiency; and reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated.
- C.3.7 Eligibility** - Presence of a significant disability, which results in a substantial impediment to employment; however, there must be a reasonable expectation of employability if supported employment services are to be provided.
- C.3.8 Follow-Along Service** – Supported services provided to clients who have been placed in competitive employment, using a supported employment job coach model or a transitional employment model of placement and have stabilized to the point where job support is no longer needed at the job site on a frequent basis. It includes a minimum of two face-to-face contacts with the client each month and at least one contact each month with the employer.
- C.3.9 Follow-up** – On-going supportive services needed to help the individual maintain employment outside the facility.
- C.3.10 Human Care Services** - Education, or special education, health, human, or social services to be provided directly to individuals with disabilities and to individuals who are disadvantaged, displaced, elderly, indigent, mentally impaired, physically impaired, unemployed, or minors in the custody of the District of Columbia.
- C.3.11 Human Care Agreement** - A written agreement for the procurement of education or special education, health, human or social services pursuant to D.C. Official Code, Section 2-303.06a, to be provided directly to individuals with disabilities and to individuals who are disadvantaged, displaced, elderly, indigent, mentally impaired, physically impaired, unemployed, or minors in the custody of the District of Columbia. The limitation of the human care agreement is specified in Section D.2.
- C.3.12 Individual Placement Model** – Placement of a person with a disability in a job in a community business that best suits his or her abilities and preferences. The model includes training on the job site in job skills and work-related behaviors, including social skills, by a job coach. As the employee gains skills and confidence, the job coach gradually spends less time at

the work site.

- C.3.13 Individual Work Plan (IWP)** - A written program of action developed and reviewed by the Human care Agreement Provider at regular intervals with the participation of the client and all members of the Interagency Committee concerned. It specifies objectives and goals and identifies a continuum of services to achieve those objectives and goals.
- C.3.14 Integrated Employment** – Employment in a setting where the majority of the persons employed do not have disabilities.
- C.3.15 Interagency Committee** - A committee that includes a representative for RSA, MRDDA, and the Provider that determines when persons enter, are terminated or begin extended services.
- C.3.16 Interagency Team** - A team composed of RSA and MRDDA staff, Provider staff and the client that makes decisions regarding the services needed in order for the client to obtain, maintain and retain employment.
- C.3.17 Job Coach** -A person who provides on-the-job training in work skills, appropriate work related attitudes and behaviors, placement and follow-along assistance.
- C.3.18 Job Coach Model of Placement** - Job matching client's specific skills with training at a competitive work site in an integrated community setting.
- C.3.19 Job Placement** - Placement in competitive employment for a minimum of ninety (90) days in the vocation consistent with the client's strengths, abilities, resources, priorities, concerns, capabilities, interests and informed choice. A key element of this service is that the client becomes employed as a result of the job referral. Placement also entails preparing and assisting a client to obtain appropriate employment by locating a job opening, assessing job requirements, matching job requirements to client capabilities, assisting the client to obtain the job and providing sufficient follow-up services to both client and employer.
- C.3.20 Job Readiness and Job Retention Training** - Training designed to assist a person to secure and maintain employment. It includes resume writing, techniques for interviewing, appropriate behavior for interacting with co-workers and supervisors, negotiating leave, as well as work related issues or concerns that arise in the work setting.
- C.3.21 Natural Support Model** – Support services that are typically available to all workers in the workplace. Workplace supports may include, but are not limited to, such things as a co-worker mentor who assists an employee in learning the job, a supervisor who monitors work performance, a co-worker who assists the client in developing social relationships, orientation training or other company sponsored training events, an employee assistance program and other supports that may be available.
- C.3.22 Person with Significant Disability(ies)** - Any person who has significant physical and/or



mental impairments which substantially limits one or more functional capacities (such as mobility, communication, self-care, self-direction, interpersonal skills, work tolerance or work skills); can be expected to require multiple vocational rehabilitation services over an extended period of time, has a record of impairment(s) or is regarded as having such impairment(s) and lives within the District of Columbia.

**C.3.23 Provider** - A consultant, vendor, or contractor, of goods or services, who can be an individual, a partnership, non-profit entity, or a corporation that enters into a Human Care Agreement with the District.

**C.3.24 Rehabilitation Act of 1973, as amended by (P.L. 105-220)**, - Legislative decision that provides services to persons with significant disability(ies) who may not be able to attain gainful employment and to others meeting eligibility criteria.

**C.3.25 Supported Employment –**

(a) Competitive employment in an integrated setting, or employment in integrated work settings in which individuals are working toward competitive employment, consistent with the strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice of the individuals with ongoing support services for individuals with the most significant disabilities:

- (1) For whom competitive employment has not traditionally occurred or for whom competitive employment has been interrupted or intermittent as a result of a significant disability; and
- (2) Who, because of the nature and severity of their disabilities, need intensive supported employment services and extended services after transition to perform this work; or

(b) Transitional employment for individuals with the most significant disabilities due to mental illness.

**C.3.26 Supported Employment Services** - Ongoing support services and other appropriate services needed to support and maintain an individual with a most significant disability in supported employment, that are provided singularly or in combination and are organized and made available to assist an eligible individual to achieve competitive employment; are based on an assessment of the needs of an eligible individual, as specified in an individualized plan for employment; and are provided by the designated State unit for a period of time not to extend beyond 18 months, unless under special circumstances the eligible individual and the rehabilitation counselor or coordinator involved jointly agree to extend the time in order to achieve the rehabilitation objectives identified in the individualized plan for employment.

**C.3.27 Task Order** -An order for services placed against an established Human Care Agreement, using OCP Form 1902, Human Care Agreement Task Order.

**C.2.28 Vocational Assessment** - Cadre of tools used to determine a client's interests, aptitudes and abilities and to recommend training and/or placement.

**C.3.29 Vocational Objective** - A specific job related time-oriented statement that is set forth at the beginning of, and may be modified during, the client's rehabilitation program.

**C.3.30 Vocational Training** - Training, which leads to the acquisition of skills needed for employment.

**C.3.31 Work Adjustment** – A program designed to enhance the client's work behavior, necessary for self-maintenance at the worksite. It may include, but is not limited to, personal hygiene and care, travel training, completion of business transactions, job seeking skills, development of socially appropriate behavior at the work site, increased productivity and enhanced understanding of the demands of employment.

#### **C.4. Service Requirements**

C.4.1 The Provider shall operate a comprehensive, supported employment program providing counseling, job coaching, job placement, intensive training, development of natural supports and follow-along for each client.

C.4.1.1 The Provider shall provide employment related services for clients that shall include identifying jobs, arranging interviews and actual employment placements. This phase of the program shall not exceed 100 hours per customer without specific permission of the Interagency Committee.

C.4.2 The Provider shall accept clients for services as they are referred by the Interagency Committee.

C.4.3 The Provider shall provide services predicated on an assessment of the client's specific medical, psychiatric, psychological, educational and vocational information. Assessment data will be submitted with the referral packet to the Provider.

C.4.4 The Provider shall assist clients in improving their understanding and adjustment to employment, personal appearance, occupational behaviors, handling of money and social adjustment at work.

C.4.5 The Provider shall develop and maintain an Individualized Work Plan (IWP) with each client. The IWP shall be based on client assessment and demonstrate an understanding of each client's employment interests, vocational skills and abilities which encompasses a range of areas required for the client to achieve a successful employment outcome.

C.4.5.1 The Provider shall conduct assessments utilizing customer medical records; social histories; individualized educational plans, when appropriate; individual habilitation or treatment plans developed by MRDDA; individualized plan for employment developed by RSA with evaluation data; and employment histories.

C.4.5.2 The Provider in developing the IWP shall include, at a minimum: specific employment goals

and objectives; measurable activities and strategies for meeting objectives; time lines for completion of employment goals and objectives; and signatures of client and staff member(s).

Each IWP shall be provided to the Contracting Officer's Technical Representative (COTR) identified in Section E.2.

C.4.6 The Provider shall provide Job Development/Job Placement and it shall be a careful matching of requirements with clients abilities and interests. This shall involve a systematic study of work environments and job task analyses, the knowledge of client abilities and client performance on job sites.

C.4.6.1 The Provider shall locate and identify potential jobs and employers, arrange and secure job slots and positions, which are appropriate for individuals within the target populations.

C.4.7 The Provider shall survey the Washington metropolitan area for potential jobs. Job development shall include:

C.4.7.1 establishing a network of employer contacts;

C.4.7.2 disseminating to the business community information on the program and hiring of persons with disabilities;

C.4.7.3 developing an on-going awareness of the job market in the Washington metropolitan area;

C.4.7.4 identifying and securing supported employment positions; and

C.4.7.5 developing detailed analyses of the work environment and jobs offered by participating employers.

C.4.8 The Provider shall develop employment opportunities in competitive integrated settings using the individual placement model. Job sites shall be selected that are amenable to providing natural supports to clients.

C.4.9 The Provider shall provide intensive training at the job site that focuses on the clarification of job instructions and related work habits such as commuting to and from work, communication, on-task behavior and appropriate use of time and teaching of co-workers, friends and peers how to provide natural supports to the employed client.

C.4.10 The Provider shall provide services at various work sites throughout the District of Columbia and the Washington metropolitan area. The Provider shall provide lunch and transportation services, when authorized by an RSA Counselor to any RSA client who has been referred.

C.4.11 The Provider shall provide services as needed to persons who are deaf and non-English

speaking populations with developmental disabilities, who have experienced difficulty accessing the service delivery system due to language barriers.

- C.4.12 The Provider shall have a plan to respond to clients who require medical and /or psychiatric emergency services during the hours of job search or employment.
- C.4.13 The Provider shall provide outreach services to clients referred who are fearful, passive or resistant to program participation. Once the client is referred to the Provider, it shall be the joint responsibility of the Provider and the Interagency Team to monitor the client's participation.
- C.4.14 The Provider shall provide follow-along services for clients when the Interagency Committee has determined that intensive support is no longer required. The support shall be provided at a minimum of two (2) times per month. One of these times may be away from the work site and group setting. At least one physical contact per month shall be made with the work site supervisor.
- C.4.15 The Provider shall provide follow-along services for clients who can use natural supports. The support shall be provided on a regular basis by the person identified by the Provider. The Provider shall check with the client and employer at least once every three months on the status and progress of the client.

## **C.5. Staff Requirements**

- C.5.1 The Provider shall provide staff that has knowledge of job skills, job coaching, problem solving, labor market trends in the metropolitan area and/or negotiating skills to ensure that once a client is hired that they have the skills to assist the client in maintaining employment. Specialized experience may be substituted for a degree. Specialized experience is experience which has equipped the candidate with the particular knowledge, skills and abilities to perform successfully the duties of the position and that is typically in or related to the work of the position to be filled.
- C.5.2 The Provider(s) shall provide the following staff positions with qualifications as follows:
  - C.5.2.1 Vocational Trainer/Instructor – Bachelor's Degree in the social services or related field, specialized experience within the last four years (4) may be substituted for education;
  - C.5.2.2 Employment Specialist – Bachelor's Degree in the social services or related field, specialized experience within the last four years (4) may be substituted for education,
  - C.5.2.3 Job Coach – Bachelor's Degree experience in the social services or related field, specialized experience within the last four years (4) may be substituted for education.
- C.5.3 The Provider(s) shall employ and maintain the staff necessary for performance of this contract. Staff shall have the requisite qualifications to provide services to the population (s) designated by the Human Care Agreement Contractor Qualification Record (CQR), which is incorporated

into the Agreement as Attachment 1.

- C.5.4 The Provider(s) shall provide Employment Specialists and Job Coaches to perform the following duties:
  - C.5.4.1 Match clients and jobs;
  - C.5.4.2 Arrange interviews and facilitate placement into jobs consistent with the selected vocational goals;
  - C.5.4.3 Provide intensive training at the job-site including understanding job requirements and appropriate behavior;
  - C.5.4.4 Provide ongoing, on-site employment assistance including training in accepting and responding to supervision.
- C.5.5 The Provider(s) shall provide all staff members with initial and ongoing training related to their specific duties.
- C.5.6 The Provider(s) shall maintain documentation that each staff person possesses adequate training to perform the duties for which he/she is assigned. Staff person(s) shall meet all applicable requirements for certification and/or licensing and shall be adequately trained to perform required duties.
- C.5.7 The Provider(s) shall maintain complete written job descriptions covering all positions within the program, which must be included in the Provider's files and be available for inspection on request. Job descriptions shall include education, experience, and/or licensing/certification criteria, a description of duties and responsibilities, hours of work, salary range, and performance evaluation criteria. When hiring staff for this contract, the Provider(s) shall obtain and document written work experience and personal references.
- C.5.8 The Provider(s) shall maintain an individual personnel file for each staff person which contains the application for employment, professional and personal references, applicable credentials/certifications, records of required medical examinations, personnel actions including time records, documentation of all training received, notation of any allegations of professional or other misconduct and Provider's actions with respect to the allegations, and date and reason if terminated from employment. All of these personnel materials shall be made available to the Contracting Officer's Technical Representative upon request.
- C.5.9 The Provider(s) shall provide orientation sessions for all staff members with respect to administrative procedures, program goals, and policies and practices to be adhered to under this agreement within the first week of employment.
- C.5.10 The Provider(s) shall maintain a continuous log with entries by date and time, which includes staff on duty and incidents of illness, discipline, rule violation, and management of facility problems, which must be signed by the person with major duty responsibility.

## **C.6 RECORDS**

- C.6.1 The Provider(s) shall maintain a record on all clients in the program. The records must be complete, accurate and properly organized. Client records shall be confidential and maintained in a locked area. Access to the client records shall be in accordance with Federal and District laws and established RSA/MRDDA policies, all of which will be explained or provided to Provider(s) by the COTR upon award. Client records shall include the following:
- C.6.1.1 Client identifying information and contact person;
  - C.6.1.2 Referral form,
  - C.6.1.3 Initial Evaluation/Client Needs Assessment, e.g., client's education, vocational history, family background and other pertinent information;
  - C.6.1.4 Follow-along progress notes,
  - C.6.1.5 Monthly evaluation, including exact hours of job coach or follow-along intervention;
  - C.6.1.6 Correspondence and other documents pertinent to the client's case; including reports on discipline, actual or alleged victimization by any other person and a description of action taken by the Provider;
  - C.6.1.7 A description of supportive services determined to be needed by the client,
  - C.6.1.8 Progress notes to include quarterly reports that note progress, exact hours of intervention and any changes in the IWP;
  - C.6.1.9 Case documentation of major interventions and case transactions;
  - C.6.1.10 Strategies used for completing /maintaining implementation of the IWP, outlining problems resolved or anticipated; and
  - C.6.1.11 Closure summary.

## **C.7 REPORTS**

- C.7.1 The Provider(s) shall submit the following reports to the Contracting Officer's Technical Representative (COTR) as described in Section C.10, Deliverables:
- C.7.1.1 a monthly Job Development and Placement Report;
  - C.7.1.2 a monthly Progress Report on each client that defines his or her progress to date;
  - C.7.1.3 a quarterly Progress Report that is cumulative of the monthly Progress Report;
  - C.7.1.4 a final Progress Report on each client; and
  - C.7.1.5 reports of all unusual incidents, including allegations of abuse or neglect, involving each client that is provided services or treatment by the Provider.

## **C.8 REFERRAL PROCEDURES**

- C.8.1 The Provider shall provide services only to clients referred by the Interagency Committee. Services for the customers are determined by RSA and MRDDA through the Interagency Committee and authorized by the RSA counselor utilizing the DHS Referral for Services Form(s) 1336 that will be given to the Provider after award of a Human Care Agreement Task Order.
- C.8.2 The Provider shall not provide any services to a client unless the client has been referred to the Provider utilizing an executed DHS Form 1336. If a client reports for services and the Provider does not have an executed DHS Form 1336 for that client, the Provider shall inform the client

that services cannot be rendered and that client will be notified by the RSA rehabilitation counselor when to return. The Provider shall notify the RSA Supported Employment Coordinator immediately of the client's arrival so that the Form 1336 can be obtained.

- C.8.3 The Provider shall gain knowledge of each client referred by utilizing available social history, available reports on psychological evaluations, available medical history, available family information and other pertinent data, as appropriate, and as mutually agreed upon by the District and the Provider.

## **C.9 DISCHARGE PROCEDURES**

- C.9.1 The Provider shall not discharge any clients and clients shall remain in the program until termination is agreed upon by the Interagency Committee. Decisions to terminate participation shall be made through case conferencing and client progress reviews. Differences of opinion regarding participation shall be resolved by the supported employment coordinators from RSA and MRDDA.

## **C.10 DELIVERABLES**

The Provider shall provide the deliverables in accordance with the deliverable schedules that follow:

<b>Deliverable Name</b>	<b>Method of Delivery</b>	<b>Due Date</b>
<b>C.4.5</b> Individualized Work Plan (IWP)	3 hard copies on each client, the IWP shall include: <ul style="list-style-type: none"> <li>• specific employment goals and objectives;</li> <li>• measurable activities and strategies for meeting objectives;</li> <li>• time lines for completion of employment goals and objectives; and</li> <li>• signatures of client and staff member(s)</li> </ul>	Submit IWP to the referring counselor within 5 working days after the client referral

<b>Deliverable Name</b>	<b>Method of Delivery</b>	<b>Due Date</b>
<b>C.7.1.1</b> Monthly Job Development and Job Placement Reports	3 hard copies. A report shall be prepared on each client: It shall include: <ul style="list-style-type: none"> <li>• Name of the Client</li> <li>• Name of specific job prospected</li> <li>• Name of Company</li> <li>• Location</li> </ul>	Submit no later than the tenth day of each month. The Report shall be submitted to the Contracting Officer's Technical Representative (COTR)

	<ul style="list-style-type: none"> <li>• Contact Person</li> <li>• Results of contact</li> <li>• Primary business of company</li> <li>• Date of contact</li> <li>• Start date</li> <li>• Hourly rate</li> <li>• Total job development hours (Telephone contacts shall be assumed to use only ¼ of an hour. If a contact is made with more than one client in mind, the cost shall be shared among those clients).</li> <li>• Total cost</li> </ul>	
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<b>Deliverable Name</b>	<b>Method of Delivery</b>	<b>Due Date</b>
<b>C.7.1.2</b> Monthly Progress Report	<p>3 hard copies on each client, the report shall include:</p> <ul style="list-style-type: none"> <li>• Period of Service</li> <li>• Client's Name</li> <li>• Counselor name</li> <li>• Identify referral source</li> <li>• Client's SS#</li> <li>• Client's monthly progress report. (Full description of accomplishments)</li> <li>• Total hours of service received, (Training and follow-along).</li> </ul>	Submit no later than the tenth day of each month. The Report shall be submitted to the Contracting Officer's Technical Representative (COTR).

<b>C.7.1.3</b> Quarterly Progress	3 hard copies on each client,	Submit no later than the tenth day
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Report (A cumulative total of the monthly progress reports).	<p>the report shall include:</p> <ul style="list-style-type: none"> <li>• Period of Service (include dates service began)</li> <li>• Client's Name</li> <li>• Counselor name</li> <li>• Identify referral source</li> <li>• Client's SS#</li> <li>• Total hours of service received, (Training and follow-along).</li> <li>• Total number of direct client service hours provided</li> <li>• Total number of indirect client service hours provided (identifying specific services provided)</li> <li>• Cumulative number of hours required by each client in training and follow-along, direct and indirect.</li> </ul>	of each month. The Report shall be submitted to the Contracting Officer's Technical Representative (COTR).
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<b>Deliverable</b>	<b>Method of Delivery</b>	<b>Due Date</b>
<b>C.7.1.4</b> Final Progress Report	<p>3 hard copies on each client, the report shall include:</p> <ul style="list-style-type: none"> <li>• Client's Name</li> <li>• Attendance Record</li> <li>• Goal, intermediate objectives, progress notes</li> <li>• Employer, address, job title, salary, name of supervisor, name of the job coach and hours of intervention.</li> <li>• Status of client.</li> </ul>	Submit a final progress report for each client five (5) days before expiration of the contract to the Contracting Officer's Technical Representative (COTR).

<b>Deliverable</b>	<b>Method of Delivery</b>	<b>Due Date</b>
<b>C.7.1.5</b> Unusual Incident Report	Telephone call to the Contracting Officer's Technical Representative (COTR) immediately upon the Provider's knowledge of the	Telephone calls are to be placed to the COTR immediately upon the Provider's knowledge of the incident

	<p>incident, followed by: 3 hard copies on each client incident, the report shall include:</p> <ul style="list-style-type: none"> <li>• Client's Name</li> <li>• Detailed account of the incident</li> <li>• Manor in which the incident is being resolved or has been resolved.</li> </ul>	<p>Hardcopies provided to the COTR within forty-eight (48) hours of the incident.</p>
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<b>Deliverable Name</b>	<b>Method of Delivery</b>	<b>Due Date</b>
<b>C.12.2 Organizational Chart</b>	<p>1 hard copy that :</p> <ul style="list-style-type: none"> <li>• Displays organizational relationships and demonstrates who has responsibility for administrative oversight and direct supervision of each activity and staff member.</li> </ul>	<p>Submit to the COTR within 5 working days of the organizational change.</p>

## **C.11 Compliance With Service Rates**

C.11.1 All human care services shall be provided, and the District shall only pay, in accordance with the service rates shown in Part 1, Section B, Human Care Services and Service Rates. If any overpayment occurs, the provider shall repay the District the full amount of the overpayment.

C.11.2 The Provider shall be bound by its budget submitted as a part of the Human Care Agreement and approved by the District as the Provider's best and final offer.

## **C.12 Service Plan**

C.12.1 The Provider shall adhere to its service plan that includes their methodology for providing the services stated in Section C.

- C.12.2 The Provider shall adhere to its organizational chart, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and direct supervision over each contract activity/staff member. The Provider shall submit any organizational changes to the COTR within 5 days of the organizational change.

**C.13 Eligibility**

Eligibility to provide services under this Agreement shall be determined and re-determined by the District, as applicable, in accordance with prescribed procedures. The Provider shall be subject to a written determination that it is qualified to provide the services and shall continue the same level of qualifications, subject to a review by the District, according to the criteria delineated in 27 DCMR, Chapter 19, Section 1905.6, as amended (Attachment 3).

**C.14 Compliance With Laws**

As a condition of the District's, to perform under this Agreement, the Provider shall comply with all applicable District, federal and other State and local governmental laws, regulations, standards, or ordinances and, where applicable, any other applicable licensing and permit laws, regulations, standards, or ordinances as necessary for the lawful provision of the services required of the Provider under the terms of this Agreement.

**C.15 District Responsibilities**

- C.15.1 The RSA will provide the Provider with DHS Referral for Services Form -1336 bearing the signature of the RSA COTR.
- C.15.2 The RSA will make the Provider aware of Federal and District laws and established RSA/MRDDA policies pertaining to maintaining client records through direct discussion, providing certain copies of policies and explaining how the Provider may obtain copies of the Federal and District laws.
- C.15.3 The District will provide to the Provider for each client referred available social history, available reports on psychological evaluations, available medical history, available family information, individual habilitation or treatment plans developed by MRDDA; individualized plan for employment developed by RSA with evaluation data; and employment histories and other pertinent data, as appropriate, and as mutually agreed upon by the District and the Provider.

**SECTION D – HUMAN CARE SERVICE DELIVERY AND PERFORMANCE**

**D.1 Term of Agreement**

- D.1.1 The term of this Human Care Agreement shall be for a period of one (1) base year and four (4) option years subject to an agreement of the parties, from the date in Item 11 on page 1 of this Human Care Agreement subject to the availability of funds for any period beyond the end of the fiscal year in which the Agreement is awarded.

- D.1.2 If the Provider fails to perform its obligations under this Agreement in accordance with the Agreement and in a timely manner, or otherwise violates any provision of this Agreement, the District may terminate this Agreement for default or convenience of the District upon serving written notice of termination to the Provider in accordance with sections 7, 9 and 20 of the Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated April, 2003, hereafter referred to as “Standard Contract Provisions.”
- D.1.3 The District reserves the right to cancel a task order issued pursuant to this Agreement upon thirty (30) days written to the Provider.

**D.2 Agreement Not A Commitment of Funds or Commitment To Purchase**

This Agreement is not a commitment by the District to purchase any quantity of a particular good or service covered under this Agreement from the Provider. The District shall be obligated only to the extent that authorized purchases are actually made by purchase order or task order pursuant to this Agreement.

**D.3 Option to Extend Term of the Agreement**

- D.3.1 The District Government may extend the term of this Agreement for a period of four (4) one(1) year option periods, or fractions thereof, by written notice to the Provider prior to the expiration of the Agreement; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before the Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Provider may waive the thirty (30) day notice requirements by providing a written notice to the Contracting Officer prior to expiration of the Agreement.
- D.3.2 The service rates prices for the option periods shall be as specified in Part I, The Service Rate, Section B.
- D.3.3 If the District exercises an option, the extended Human Care Agreement shall be considered to include this option provision.
- D.3.4 The total duration of this Human Care Agreement including the exercise of any options under this clause, shall not exceed five (5) years.
- D.3.5 Should the District exercise the Human care Agreement option for option number 3, the Provider will be required to complete a new Contractor Qualification Record.

**SECTION E – HUMAN CARE SERVICE ADMINISTRATION**

**E.1 Contracting Officer/Human Care Agreement Administration**

- E.1.1 The Contracting Officer (CO) is the only District official authorized to bind the District contractually through signing a human care agreement or contract and all other documents relating to the human care agreement or contract. All correspondence to the Contracting Officer shall be forwarded to:

Mr. Wayne R. Minor  
Office of Contracting and Procurement  
Department of Human Services  
64 New York Avenue, N.E. 6<sup>th</sup> Floor  
Washington, DC 20002  
Telephone Number: (202) 671-4463  
Facsimile Number: (202) 671-4469  
E-Mail: Wayne.Minor@dc.gov

**E.2 Contracting Officer's Technical Representative**

- E.2.1 The Contracting Officer's Technical Representative (COTR) is the representative responsible for the general administration of this human care agreement and advising the Contracting Officer as to the compliance or noncompliance of the Provider with this Human Care Agreement. In addition, the COTR is responsible for the day-to-day monitoring and supervision of this Agreement, of ensuring that the work conforms to the requirements of this Agreement and such other responsibilities and authorities as may be specified in this Agreement. The Contracting Officer's Technical Representative is not authorized or empowered to make amendments, changes, or revisions to this agreement. The COTR for this Agreement is:

Ms. Mary Prentice  
Rehabilitation Services Administration  
810 First Street, NE  
10<sup>th</sup> Floor  
Washington, DC 20002  
Telephone Number: (202) 442-8471  
Facsimile Number: (202) 442-8743  
E-Mail: Mary.Prentice@dc.gov

**E.2.2 Contact Person**

For procurement information regarding this Human Care Agreement contact:

Mrs. LaVerne L. Foster  
Contract Specialist  
64 New York Avenue, N.E. 6<sup>th</sup> Floor  
Washington, DC 20002  
Telephone: (202) 671-4465  
E-Mail Address: LaVerne.Foster@dc.gov

**E.3 Ordering and Payment**

- E.3.1 The Provider **shall not** provide services or treatment under this Agreement unless the Provider is in actual receipt of a purchase order or task order for the period of the service or treatment that is signed by a Contracting Officer.
- E.3.2 All purchase orders or task orders issued in accordance with this Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order or a task order and this Agreement, the Agreement shall take precedence.
- E.3.3 If mailed, a purchase order or task order shall be considered “issued” by the District when deposited in the mail. Orders may be transmitted electronically.
- E.3.4 The Provider shall forward or submit all monthly invoices for each referral for services or treatment to the agency, office, or program requesting the specified human care service or treatment, and as specified in item number 8 on Page one (1) of the purchase order/task order, “Provider Shall Submit All Invoices To.”
- E.3.5 To ensure proper and prompt payment, each invoice for payment shall provide the following minimum information:
- (1) Provider name and address;
  - (2) Invoice date, number and the total amount due;
  - (3) Period or date of service;
  - (4) Description of service;
  - (5) Quantity of services provided or performed monthly and year to date;
  - (6) Contract Line Item Number (CLIN), as applicable to each purchase order or task order;
  - (7) Purchase Order or Task Order Number;
  - (8) Human Care Agreement Number;
  - (9) Federal Tax Identification Number and DUN and Bradstreet Number;
  - (10) Any other supporting documentation or information, as required; and
  - (11) Name, title and telephone number and signature of the preparer.
  - (12) Email Address
- E.3.6 Payment shall be made only after performance by the Provider under this Agreement as a result of a valid purchase order or task order of the agreement, or the purchase order/task order, in accordance with all provisions thereof.

## **PART II**

### **SECTION F – AGREEMENT CLAUSES**

#### **F.1 Standard Contract Provisions Incorporated By Reference**

The Government of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services, dated April, 2003 hereafter referred to as the “Standard Contract Provisions” are incorporated and referenced into this Agreement, and shall guide the relationship of the parties as contained in this Agreement. By signing this Agreement, the Provider agrees and acknowledges its obligation to be bound by the Standard Contract Provisions.

## **F.2 Laws and Regulations Incorporated By Reference**

By signing this Agreement, the Provider certifies, attests, agrees, and acknowledges to be bound by the following stipulations, representations and requirements of the provisions of the following laws, acts and orders, together with the provisions of the applicable regulations made pursuant to the laws, and they are incorporated by reference into this Agreement:

F2.1 The Rehabilitation Act of 1973, as amended, Title 6, Part B- Supported Employment  
<http://www.ed.gov/policy/speed/red/narrative.html>- link to Rehabilitation Act

F.2.2 District of Columbia Municipal Regulations, Title 29, Public Welfare, Chapter 1

## **F.3 Confidentiality**

All services or treatment provided by the Provider through referrals by the District to the Provider shall be provided in a confidential manner and the Provider shall not release any information relating to a recipient of the services or otherwise as to the provision of these services or treatment to any individual other than an official of the District connected with the provision of services under this Agreement, except upon the written consent of the individual referral, or in the case of a minor, the custodial parent or legal guardian of the individual referral.

## **F.4 Tax Compliance Certification**

In signing and submitting this Agreement, the Provider certifies, attests, agrees, and acknowledges that the Provider is in compliance with all applicable tax requirements of the District of Columbia and shall maintain that compliance for the duration of this Agreement.

## **F.5 Amendments**

This Agreement constitutes the entire Agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Agreement are superceded by this Agreement. The Contracting Officer may, at any time, by written order and without notice to a surety, if any, make amendments, or changes in the Agreement within the general scope, services, or service rates of the Agreement. The Contracting Officer may make purely clerical or administrative corrections by amendment in writing to the Agreement with written notice to the Provider.

## **F.6 Subcontracts**

The Provider shall not subcontract any of the work or services provided in accordance with this Agreement to any subprovider without the prior, written consent of the Contracting Officer. Any work or service that may be subcontracted shall be performed pursuant to a written subcontract agreement, which the District shall have the right to review and approve prior to its execution. Any such subcontract shall specify that the Provider and the sub Provider shall be subject to every provision of this Agreement. Notwithstanding any subcontract approved by the District, the Provider shall remain solely liable to the District for all services required under this Agreement.

## **F.7 Provider Responsibility**

- F.7.1 The Provider bears primary responsibility for ensuring that the Provider/Contractor fulfills all its Agreement requirements under any task order or purchase order that is issued to the Provider pursuant to this Agreement.
- F.7.2 The Provider shall notify the District immediately whenever the Provider does not have adequate staff, financial resources, or facilities to comply with the provision of services under this Human care Agreement.

## **F.8 Drug-Free Work Place Clause**

In signing and submitting this Agreement, the Provider certifies, attests, agrees, and acknowledges that the provider has received a signed copy of the Drug-Free Workplace requirements and shall maintain compliance with the requirements for the term of this Agreement.

## **F.9 Insurance**

The Provider shall obtain the minimum insurance coverage set forth below within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the period of the Human Care Agreement.

- F.9.1 **Bodily Injury:** The Provider shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least five hundred thousand dollars (\$500,000) per occurrence.
- F.9.2 **Property Damage:** The Provider shall carry property damage insurance of at least twenty thousand dollars (\$20,000) per occurrence.
- F.9.3 **Workers' Compensation:** The Provider shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this Agreement, and the Provider agrees to comply at all times with the provisions of local workers' compensation laws.



- F.9.4 **Employer's Liability:** The Provider shall carry employer's liability of at least one hundred thousand dollars (\$100,000).
- F.9.5 **Automobile Liability:** The Provider shall carry at least two hundred thousand dollars (\$200,000) per person and five hundred thousand dollars (\$500,000) per occurrence for bodily injury and twenty thousand dollars (\$20,000) per occurrence for property damage.
- F.9.6 All insurance provided by the Provider as required by this section, except comprehensive automobile liability insurance, shall set forth the Government of the District of Columbia as an additional named insured. All insurance shall be written with responsible companies licensed to operate in the State in which they are located if no services are being performed within the District with a certificate of insurance to be delivered to the District's Contracting Officer within fourteen (14) days of a Human Care Agreement award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

## **F.10 HIPAA Privacy Compliance**

### **(1) Definitions**

- (a) *Business Associate.* "Business Associate" shall mean [Insert Name of Contractor].
- (b) *Covered Entity.* "Covered Entity" shall mean [Insert Name of District of Columbia Agency].
- (c) *Designated Record Set* means:
1. A group of records maintained by or for Covered Entity that is:
    - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
    - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
    - (iii) Used, in whole or in part, by or for Covered Entity to make decisions about individuals.
  2. For purposes of this paragraph, the term *record* means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for Covered Entity.
- (d) *Individual* shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (e) *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (f) *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(g) *Required By Law*. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

(h) *Secretary*. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(2) Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required By Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Clause.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner [Insert negotiated terms for access], to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner [Insert negotiated terms for amendment].

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or to the Secretary, in a time and manner [Insert negotiated terms for access] or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner [Insert negotiated terms for access], information collected in accordance with Section (i) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

### (3) Permitted Uses and Disclosures by Business Associate

#### (a) *Refer to underlying services agreement:*

Except as otherwise limited in this Clause, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in [Insert Name of this Contract], provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

(b) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

### (4) Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

### (5) Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

### (6) Term and Termination

(a) *Term.* The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach of this Clause by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate the contract if Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or

(3) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

(c) *Effect of Termination.*

(1) Except as provided in paragraph (2) of this section, upon termination of the contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

#### (7) Miscellaneous

(a) *Regulatory References.* A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.

(b) *Amendment.* The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

(c) *Survival.* The respective rights and obligations of Business Associate under Section (6) of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the contract.

(d) *Interpretation.* Any ambiguity in this Clause shall be resolved to permit Covered Entity to comply with the Privacy Rule.

## **F.11 Order of Precedence Clause**

Disputes regarding any inconsistency between this Agreement and other documents shall be resolved by giving precedence in the following order:

- F.10.1. The Human Care Agreement
- F.10.2 The Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services dated April, 2003.
- F.10.3 The Attachments as specified and listed in Section F.12
- F.10.4 Purchase Order or Task Order

## **F.12 Attachments**

The following attachments are included and incorporated by reference into this Agreement.

- F.12.1 The Human Care Agreement Provider Qualifications Records, OCP Form 1900, (completed and executed) which is incorporated into this Human Care Agreement as Attachment 1.
- F.12.2 The Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services, dated April, 2003, which is incorporated into this Human Care Agreement as Attachment 2.
- F.12.3 Notice of Final Rulemaking, 27 DCMR, Sections 1905 through 1908, which is incorporated into this Human Care Agreement as Attachment 3.
- F.12.4 Equal Employment Opportunity Compliance documents, including Mayor's Order 85-85, dated June 10, 1985, which is incorporated into this Human Care Agreement as Attachment 4.
- F.12.5 First Source Employment Agreement, which is incorporated into this Human Care Agreement as Attachment 5.
- F.12.6 U.S. Department of Labor Wage Determination No. 1994-2103 Revision No. 32, dated May 27, 2004, which is incorporated into this Human Care Agreement as Attachment 6.
- F.12.7 Local, Small and Disadvantaged Business Enterprise Certification Program Package, which is incorporated into this Human Care Agreement as Attachment 7.
- F.12.8 FR-500 Combined Business Tax Registration Application (to be completed by Providers who do not currently have a Federal Employee Identification Number (FEIN) issued by the Office of Tax and Revenue and those that do not have an

Unemployment Account Number issued by the Department of Employment Services), which is incorporated into this Human Care Agreement as Attachment 8.

- F.12.9 Drug-Free Workplace Certification, which is incorporated into this Human Care Agreement as Attachment 9.